



Commande d'achat Service

Envoyer la Facture à :

Owens Corning Sales, LLC
P.O. BOX 9172
Canton, MA 02021

Nom et Adresse Fournisseur :

N° fournisseur 313840
AREA IMPIANTI S.P.A.
VIA LEONINO DA ZARA, 3/A
35020 PADOVA
ITALY

Information

N° de Commande	4509221545
Date Document	14MAY2015
Date dernière Modification	14MAY2015
Devise	EUR
Nom de l'acheteur	Claudio Crestale
N° Tél de l'acheteur	740.321.6126
Adresse e-mail	claudio.crestale@owenscorning.com
N° Fax de l'acheteur	740.321.4426
Conditions de paiement	Net 60 days
Incoterms	

Adresse de livraison:

Joplin Mineral Wool Plant
1983 South State Line Avenue
JOPLIN MO 64804
USA

Ceci est une commande d'achat permanente. La valeur monétaire et/ou la quantité reflétée visent à communiquer le montant maximal des dépenses admissibles en vertu du présent accord et en aucune façon n'oblige l'acheteur à se procurer des biens ou services au montant reflété. Cette commande d'achat ne constitue pas un engagement de la part de l'acheteur à dépenser le montant total, cependant le vendeur s'engage à fournir des biens et/ou services jusqu'à concurrence du montant reflété sur cette commande d'achat au taux convenu par les deux parties.

Att.: Angelo Marcolin PH: +39 049 8626426 FAX: +39 049 8626422 EMAIL: angelo.marcolin@areaimpianti.it

ACKNOWLEDGE PURCHASE ORDER IMMEDIATELY by signing and dating below and returning to the Contact person listed above via fax (740.321.4426).

By _____ Date _____
Signature

OWENS CORNING SALES, LLC hereinafter referred to as "OWNER", or "Owens Corning", or "Buyer".

SPECIAL NOTICE regarding OWNER'S Change Management Process:

Except in the case of emergency situations (potential loss of life or property) or schedule critical items SUPPLIER shall only provide additional goods or services after this purchase order is revised authorizing the additional goods or services.

In the case of emergency situations or schedule critical items, SUPPLIER is allowed to take verbal direction from the OWNER'S Representative.

However the purchase order must be revised to include the authorized goods or services within 7 calendar days following the verbal authorization date otherwise the SUPPLIER is directed to DISCONTINUE PROVIDING ALL GOODS OR SERVICES on the change(s).

The OWNER shall accept no claim for additional compensation unless the additional goods or services are authorized per the above process.

Deviations from the Contract Documents authorized by any person, firm or corporation other than the OWNER'S Representative, are null and void.

This Purchase Order is to be considered a performance based contract where the Supplier will deliver the #Design & Supply# scope per the documents indicated below:

1. Notwithstanding the complete design responsibility of the Vendor for the scope that will be delivered this Purchase Order is governed by the terms and condition reported on #PO TERMS CONDITIONS OC Sales LLC MSJ 04-15-14# which are amended and integrated by the text of this Purchase Order.



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In case of any conflict the Purchase Order terms and meaning prevails on the standard #PO TERMS CONDITIONS OC Sales LLC MSJ 04-15-14# text.

2. For Cupola furnace fumes gas control system and blast air the Owens Corning bid package containing technical requirements and performance guarantees indicated on the documents provided to Supplier by email and Addendum 1 provided by email as listed below:

a. Original request:

- i. 178696-01-Air Pollution Control System RFQ RevB clean,
- ii. Attachment 1-Thermafiber TORO Cupola Tables A Direct Exhaust Calculations,
- iii. Attachment 2 - TORO Cupola APC sytem bid breakdown,
- iv. CDP_TLS_325_15014_Maintenance_Deliverables_Documentation_Guideline,
- v. CDP_TLS_326_15014_Maintenance_Deliverables_Specification,
- vi. 01122_Standard_-_Safe_Electrical_Work_Practice,
- vii. 05585 Machine Guarding,
- viii. 15015 Mechanical Equipment Installation,
- ix. 15016 Purchased Equipment Alignment,
- x. 15310 Equipment and Tank Insulation,
- xi. 15520 - Industrial Process Fans,
- xii. 16100 General Electrical Work,
- xiii. 16120_1 600v 1 C Power and Control - 90C # XLP,
- xiv. 16120_10 Shielded Single Circuit Instrument Cable,
- xv. 16150_1 AC Motors - 0.5 to 200 HP,
- xvi. 16451.1 E stop,
- xvii. 16902-DESIGN OF PLCs AND RELATED HARDWARE,
- xviii. 16920_1 Low Voltage Motor Control Center,

b. Addendum 1

- i. 178696-01-Air Pollution Control System RFQ RevB - Addendum 1,
- ii. Attachment 1 - Thermafiber TORO Cupola Tables A Direct Exhaust Calculations Version 2

3. For Curing Oven fumes gas control system the Owens Corning bid package containing technical requirements and performance guarantees indicated on the documents provided to Supplier by email as listed below:

a. Technical data provided:

- i. Curing Oven Gas Cleaning System Specifications Rev 3
- ii. Standards & Specifications for TRO Oven APC 102014

4. Reference the technical content only and specifically exclude any/all commercial terms and conditions of Vendor's proposals:

a. For cupola furnace APC system as received on April 27th, 2015 by email containing:

i. Offer 14 256 rev05 FGT for cupola furnace and attachments

1. drawings and calculation datasheets
2. Other attachments

b. For Curing Oven system as received on April 27th, 2015 by email containing:

i. Offer 14.256 rev04 FGT for curing oven and attachments

1. Datasheet 1..8 CURING
2. ITTF.OF.065014003-00 Owens Corning - Layout Thermal Oxidizer
3. PIFS.OF.096614003-02 Owens Corning - P&ID Thermal Oxidize

Owens Corning's commercial terms, as outlined in this purchase order will apply.

5. Security Agreement existing between Owens Corning and Supplier dated Oct 24, 2014

CONTACTS:

For information pertaining to this order:

The Seller Area Impianti#s representatives are:

Project Manager: TBD, will be communicated within one month from the PO acceptance;

Technical contact in Italy: Francesco Zatti, PH: +39 049 862 64 26, FAX: +39 049 862 64 22 email: francesco.zatti@areaimpianti.it

Commercial contact in Italy: Alessandro Monteforte, PH: +39 049 862 64 26, FAX: +39 049 862 64 22 email: alessandro.monteforte@areaimpianti.it

Commercial contact in US: Gianluca Taramelli, PH +1 (718) 937 7770, MOB: +1 (781) 428 0638, email: gianluca.taramelli@areaimpianti.it



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The Buyer, Owens Corning, representatives listed below.

Project Director contact is Umberto Fiorentino, PH: +1 (740) 321-6127 E-mail: umberto.fiorentino@owenscorning.com.

Technical contact is Eric Ryder, PH: +1 (260) 569-9804, E-mail: eric.ryder@owenscorning.com.

Commercial contact is Claudio Crestale, PH: 740.321.6126, FAX: 740.321.4426, E-mail: claudio.crestale@owenscorning.com.

Owens Corning Technical Support Team: Maurizio Benedetti and Cesare Beretta.

The Owens Corning Account Payable Representative: APInvoicestatus@owenscorning.com, Ph: 310-953-0869

***** INSTRUCTIONS TO SUPPLIER *****

MARK ALL PACKAGES:

OWENS CORNING PURCHASE ORDER NO. 4504XXXXXX See above

PROJECT NAME: TORO PROJECT

UNLOADING POINT: Joplin, MO

PLANT CONTACT: TBD

MATERIAL SAFETY DATA SHEET (MSDS) INSTRUCTIONS:

Supplier will include two copies of the MSDS with the shipment of this purchase order. Failure to comply may result in non-receipt of goods and delayed payment.

DELIVERY DATE

The delivery date shown on this order is the final date in which the goods are to be delivered to the "Ship To" address shown on the purchase order. The Supplier is responsible for shipping the goods in time for them to arrive at the "Ship To" address via the transportation method and cost that was quoted to the Buyer. Any additional costs incurred to expedite shipments to meet delivery dates will be the responsibility of the Supplier unless specifically agreed to by the Buyer prior to shipment.

The Supplier will provide a detailed delivery schedule within five months after acknowledgment of the present Purchase Order.

Buyer will be granted access to Seller's offices and sub-supplier and potential sub-contractors at any time with at least a couple of days advance notice.

PROPRIETARY INFORMATION

This Purchase Order and all drawings, design, specifications, and other data appended or related to it (if not furnished by Supplier) are the property of Buyer and are delivered only for the purpose of enabling the Seller to perform the scope of work under this Purchase Order. The information contained or appended to it is not to be disclosed or released for any other use or purpose and must be returned when requested.

All drawings, design, specifications and any other data pertaining to the systems Supplier will provide under the provision of #work for hire# and those documents are part of the scopes of work awarded with this Purchase Order.

INVOICE INSTRUCTIONS

Mail original invoice to the address listed on the first page of this purchase order. The invoice must contain the purchase order number, item number consistent with the item numbers on the purchase order, description consistent with the purchase order, quantity, unit of measure and payment terms consistent with those shown on the purchase order. Combining two or more purchase orders on one invoice is not acceptable.

Invoicing and progress plan:

- Within one week after Purchase Order by providing General Layout of the systems offered and basic technical data Seller will invoice €565.000,00, this first invoice will be paid at NET 15 day terms;
- July 2015 Supplier will provide Basic Engineering and Foundation Loads and will invoice €565.000,00, this invoice will be paid at NET 60 days terms;
- September 2015 Supplier will provide 70% of detail design for the scopes to allow Design Safety Reviews with Buyer and Buyer's representatives, after DSR meetings will invoice €565.000,00, this invoice will be paid at NET 60 days terms;
- November 2015 Supplier will provide copy of the purchase order released to its sub-suppliers and sub-contractors where it will be clearly stated those orders are for Owens Corning TORO project, Supplier will invoice €1.130.000,00, this invoice will be paid at NET 60 days terms;
- February 2016 Supplier will deliver Detailed Mechanical and Electrical Drawings for both scope of works and will invoice € 565,000.00, this invoice will be paid at NET 60 days terms;
- May 2016 at starting of installation at job site of the systems provided by Supplier will invoice €565.000,00, this invoice will be paid at NET 60 days terms;
- August 2016 when final component of the systems are installed and systems is started up, Supplier will invoice the balance of supply €1,695.000,00; payment of this invoice is conditioned to the performance requirements and will be released after US authorities will perform the test and confirm the systems are in compliance with EPA requirements and all other performance guarantees are successfully achieved by Supplier, or within 6 months after



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start up of the plant in case the US authorities will delay for any reason the compliance testing, in which case an independent entity will be requested to execute the testing to confirm the compliance of the system to the performance guaranteed.

Supplier can provide bond guarantee #at first call# issued by American well known Bank or Insurance Company for the amount (30% of original PO value) of the final invoice, in such case Buyer will issue the payment for such invoice within 15 days after receiving such bond but not earlier than 60 days from the date of final invoice.

- Any Change Order that may be approved by Buyer and added to the actual Purchase Order will be invoiced after receiving the scope of such Change Order and that invoice will be paid at NET 60 days terms.

SHIPPING INSTRUCTIONS

Supplier shall deliver/ship goods to the Owner at the address shown on the front page of the Purchase Order unless stated otherwise herein. Shipments shall include a packing slip, which must reference the purchase order number, item number consistent with the item numbers on the purchase order, marking instructions, tagging instructions, quantity shipped, description, and name of Owner's representative.

RECEIVING OF MATERIALS AND EQUIPMENTS

Receiving of materials and equipments at the plant must be coordinated with Owner or his representative at site,

Supplier is to advice at least two weeks in advance prior any portion of the scope to be delivered at site to organize a seamless flow of activity at the job site and avoid interferences with other vendors deliveries.

Poste	Code Article/Description	Date de Livraison	Quantité commandée	Unité	Prix Unitaire	Montant hors TVA
10		01AUG2016	462.161,55	EA	1,00 / pce	462.161,55
Toro - APC - Cupola, Eng'g & Field Costs						



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Poste	Code	Date de Livraison	Quantité commandée	Unité	Prix Unitaire	Montant hors TVA
<p>Article/Description</p> <p>Conditions de Transport : Franco</p> <p>Item Text: PO is created per Area Impianti Corp proposal No. 14.256 Rev 05 dated April 27, 2015 and all other accompanying documentation</p> <p>Included in the quoted prices are the following;</p> <ul style="list-style-type: none"> - Equipment - Freight - Packaging - Start-up - Documentation/Engineering - Training <p>Cost breakout of the specific equipments included in this order are as follows;</p> <ul style="list-style-type: none"> - 152,060.55 Euros - PM Control Device - 588,593.91 Euros - Thermal Incinerator, ready for a second burner - 755,017.27 Euros - Thermal Recovery Heat Exchanger - 226,382.27 Euros - Exhaust Gas Conditioning - 28,191.00 Euros - SOX and Acid Gas Control System - Dry - 165,728.91 Euros - Fabric Filter Baghouse Style Dust Collector - 298,995.45 Euros - Waste Ash Handling System - 51,256.36 Euros - ID Fan - 48,693.55 Euros - FD Blast Air Fan - 584,322.55 Euros - Exhaust Stack - 287,035.64 Euros - Ducting - 278,492.91 Euros - Reagent Supply with bigger mill - 95,678.55 Euros - Structural Steel (structure, platforms, ladders, handrails) - 363,065.91 Euros - Electrical Components (MCC, HMI, Motors & Wires) - 247,739.09 Euros - Cabling - 68,341.82 Euros - Control Room - 123,015.27 Euros - Rupture disks to comply with US Standards - 132,412.27 Euros - Compressed Air station and Connections - 39,296.55 Euros - Spare Parts - 165,728.91 Euros - Erection Supervisor, Commissioning, Start-up, Set-up and Training. - 18,794 Euros - Optional PM Measurement, to be installed on Ductwork. <p>Information Taxe : I0- A/P Tax Exempt</p>						
Valeur nette:						462.161,55
20		01AUG2016	3.931.203,27	EA	1,00 / pce	3.931.203,27
<p>Toro - APC - Cupola, Equipment Cost</p> <p>Conditions de Transport : Franco</p> <p>Information Taxe : I0- A/P Tax Exempt</p>						
Valeur nette:						3.931.203,27
30		01JUN2016	325.477,91	EA	1,00 / pce	325.477,91



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Poste	Code Article/Description	Date de Livraison	Quantité commandée	Unité	Prix Unitaire	Montant hors TVA
	Toro - APC - Cupola, Pack'g & Freight Conditions de Transport : Franco Information Taxe : I0- A/P Tax Exempt					
			Valeur nette:			325.477,91
40		01JUN2016	134.975,09	EA	1,00 / pce	134.975,09
	Toro - APC - Oven, Eng'g & Field Costs Conditions de Transport : Franco Item Text: Cost breakout is as follows; - 606,533.64 Euros - Curing oven filter & RTO - 324,623.64 Euros - Stack, double wall, no liner Information Taxe : I0- A/P Tax Exempt					
			Valeur nette:			134.975,09
50		01AUG2016	684.272,45	EA	1,00 / pce	684.272,45
	Toro - APC - Oven, Equipment Cost Conditions de Transport : Franco Information Taxe : I0- A/P Tax Exempt					
			Valeur nette:			684.272,45
60		01AUG2016	111.909,73	EA	1,00 / pce	111.909,73
	Toro - APC - Oven, Pack'g & Freight Conditions de Transport : Franco Information Taxe : I0- A/P Tax Exempt					
			Valeur nette:			111.909,73
Achat total Montant de la commande						
Valeur liquidative totale						5.650.000,00
Montant total						5.650.000,00



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CETTE COMMANDE CONSTITUE LA PROPOSITION D'ACHAT FAITE PAR L'ACHETEUR AU VENDEUR; ELLE DEVIENT UN LIEN CONTRACTUEL SUIVANT LES CONDITIONS D'ACHAT PREALABLEMENT COMMUNIQUEES AU VENDEUR, ACCEPTEES PAR CE DERNIER, SOIT QU'IL EN AIT ACCUSE RECEPTION, SOIT QU'IL AIT COMMENCE A REALISER L'OBJET DE LA DITE COMMANDE. AUCUNE MODIFICATION APPORTEE AUX CONDITIONS D'ACHAT NE SERA VALABLE, A MOINS QU'ELLE N'AIT FAIT L'OBJET D'UNE ACCEPTATION ECRITE ET SIGNEE PAR L'ACHETEUR OU PAR UN REPRESENTANT DUMENT AUTORISE PAR L'ACHETEUR. EN AUCUN CAS, DES CONDITIONS EDICTEES PAR LE VENDEUR, QUAND IL ACCEPTE OU ACCUSE RECEPTION DE CETTE COMMANDE, NE SERONT OPPOSABLES A L'ACHETEUR, SI ELLES SONT EN CONTRADICTION OU ADDITIONNELLES AUX CONDITIONS DE L'ACHETEUR, A MOINS QUE CE DERNIER NE LES AIT EXPRESSEMENT ACCEPTEES PAR ECRIT POUR LA COMMANDE EN QUESTION. LES TERMES ET CONDITIONS D'ACHATS SONT AUSSI DISPONIBLE SUR INTERNET À L'ADRESSE <http://ocsupplier.owenscorning.net>. SELECTIONNEZ LA CATÉGORIE TERMES ET CONDITIONS D'ACHATS PUIS CHOISISSEZ LES TERMES ET CONDITIONS D'ACHATS DE VOTRE PAYS.

Fin de la commande